SHIMOGA DIVISION.

SALE OF DRY TIMBER AND LOPS AND TOPS.

Notification dated 28th June 1930.

It is hereby notified for general information that the right of collecting and removing all the dry dead and fallen timber including the lops and tops of felled trees in the following forests of the Shimoga Division, for the year 1930-31, will be sold by public auction by the District Forest Officer or any other Officer deputed by him on the dates and places and subject to the conditions mentioned below :—

The sale will commence at 2 P.M., precisely on each day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of the Conservator of Forests in other cases :—

Range	Name of forest	Name of working circle	Name of felling series	Description of coupes	Timber—approximate quantity available		Place of sale	Date of sale	Remarks
					Teak	Other kinds			
Agumbe ..	Agumbe ..	Agumbe..	Agumbe..	Compartments, 7 to 10.	Nil	1,000	Agumbe	26th August 1930	Approximate quantities of the several kinds will be intimated at the time of sale.
Do ..	Balehalli ..	Yelemane Balehalli	Yelimane Balehalli	13 to 15 .. Compartments. 1 and 2.	Nil Nil	2,000 1,000			

N.B.—It should be clearly noted that the contractor, should make his own arrangements for the removal of timber, etc., in the coupes and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber.)

5. Power is reserved to the District Forest Officer or such other conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Any person bidding at the sale may be required by the officer conducting the sale, to state whether he is bidding on his own behalf or as an agent and in the latter case to produce a written authority signed by the principal.

7. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That he shall collect and remove the timber purchased by him before the 15th June 1931.

(*b*) That he shall furnish the Range Officers concerned with a list of agents and workmen who will be employed by him in the forest for extraction of timber.

(*c*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions either in logs, pieces or poles.

(*d*) That he will not be eligible for any refund of advance revenue if the minimum quantity fixed is not removed, but any excess quantity removed shall be paid for at auction rates.

10. In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation or any other law for the time being in force. Interest at 9 per cent per annum, will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are :—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lesssee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form, an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load, must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(2) Unused licenses and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being, entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

MAHOMED PIR,
District Forest Officer.